

**BLOOMFIELD TOWN COUNCIL**

**Monday, December 8, 2014**

**Council Chambers – 7:30 p.m.**

Sydney T. Schulman, Mayor

Joan Gamble, Deputy Mayor

Patrick A. DeLorenzo      Wayne Hypolite

Joseph P. Merritt      Joel J. Neuwirth

E. Leon Rivers      Derrick A. Seldon

Joseph Washington

- I. Pledge of Allegiance
- II. Roll Call
- III. Announcements and Presentations
  - A. Presentation of Recognition Certificate to Bloomfield United Methodist Church
  - B. Presentation of Citizen's Award by Chief Paul Hammick to Mr. Quincy Cole
  - C. Presentation by Lieutenant James Salvatore Regarding Spring 2015 Citizens' Police Academy
- IV. Citizens' Statements and Petitions

*Statements by members of the public may be oral or written and shall start with the speaker's name and address and shall continue for no longer than five (5) minutes, unless permitted by the Mayor or councilor presiding.*
- V. Report from Council Subcommittees
  - A. Community Services – Councilor Derrick Seldon
  - B. Administration & Education – Councilor Leon Rivers
  - C. Golf – Councilor Leon Rivers
  - D. Public Safety – Councilor Joe Washington
  - E. Committee on Committees – Councilor Joe Washington
  - F. Finance – Councilor Wayne Hypolite
  - G. Land Use & Economic Development – Deputy Mayor Joan Gamble
- VI. Council Business
  - New Business
    - FY 14/15-32: Discussion and Take Action Regarding Adoption of Resolution (Tax Exempt Lease Purchase Financing for Energy Conservation Measures)
    - FY 14/15-33: Discussion and Possible Action Regarding Ratification of Lisa Lane Lease

- VII. Report from Mayor and Town Manager
- VIII. Financial Report
- IX. Approval of Minutes
  - A. November 24, 2014
- X. Council Comments
- XI. Executive Sessions
  - A. Discussion Concerning Labor Relations Issues
  - B. Discussion Concerning Pending Claims and Litigation
- XII. Adjournment

TO: Town Councilors

FROM: Philip K. Schenck, Jr., Town Manager

DATE: December 5, 2014

RE: FY 14/15-32: ADOPTION OF RESOLUTION (TAX EXEMPT LEASE PURCHASE FINANCING FOR ENERGY CONSERVATION MEASURES)

Please review the attached memorandum dated December 4th from Finance Director William Hogan.

At the September 8<sup>th</sup> meeting, the Town Council approved an Energy Performance Contract with Ameresco for energy conservation measures at our public buildings. As part of their contract, they recently sought financing proposals.

The attached authorizing resolution is required to be adopted by the Town Council prior to closing which is scheduled for December 12<sup>th</sup>.

Should Council wish to move forward, the following motion would be in order:

Move to adopt the following resolution:

RESOLVED,


(a) That the Town of Bloomfield undertake a lease-purchase financing of a portion of the cost of the installation of energy conservation measures, including related equipment installation, at certain Town owned facilities, in a principal amount not to exceed FIVE HUNDRED SEVENTY THOUSAND TWO HUNDRED FIFTY DOLLARS (\$570,250), for a term not in excess of 16 years, with the first payment to be made in the 2015/2016 fiscal year. The project may include acquisition and installation costs, equipment, legal fees, construction period interest and other financing costs, and other expenses related to the acquisition and financing of the project.

(b) That the Town hereby declares its official intent under Federal Income Tax Regulation Section 1.150-2 that any project costs paid from temporary advances of available funds will be reimbursed with the proceeds of a lease financing in an aggregate principal amount not in excess of the amount of the lease authorized for the project; and to authorize the Town Manager to amend such declaration of official intent as said official deems necessary or advisable and to bind the Town pursuant to such representations and covenants as said official deems necessary or advisable in order to maintain the continued exemption from federal income taxation of the interest portion of any payments due under the lease authorized by the resolution if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years;

(c) That the Town Manager is authorized to approve, execute and deliver on behalf of the Town any lease purchase agreement and any certificates or documents related to the project or the financing and is authorized to determine the amounts, dates, interest rates, maturities, prepayment terms, form and other details of the lease purchase agreement; and to perform all other acts and execute all other documents which are necessary or appropriate to enter into the lease-purchase agreement; and

(d) That the Town Manager, and other proper officers and officials of the Town are authorized to take any other action which is necessary or desirable to enable the Town to complete the project and to effect the aforesaid lease purchase financing.

# INTERDEPARTMENTAL MEMORANDUM

TO: Philip K. Schenzk, Town Manager  
FROM: William J. Hogan,  Director of Finance  
SUBJECT: Resolution-Tax Exempt Lease Purchase Financing for Energy Conservation Measures  
DATE: December 4, 2014

As you may recall, the Town Council approved at its September 8<sup>th</sup> meeting an Energy Performance Contract with Ameresco for energy conservation measures at our public buildings. As part of their contract, they recently sought proposals from financial institutions for the financing component of the project in the amount of \$570,250. Bank of America Public Capital Corp. submitted a very competitive financing rate of 2.86%, which is slightly above the favorable 2.68% rate the Town attained on our recent bond sale. The term is 16 years for a tax exempt lease purchase structure for the project.

The attached authorizing resolution, which has been prepared by the Town's bond counsel Day-Pitney, is required to be adopted by the Town Council prior to closing which is scheduled for December 12<sup>th</sup>. It is recommended that the Council adopt this resolution at its December 8<sup>th</sup> meeting in order to hold the financing rate as proposed by Bank of America and meet the December 12<sup>th</sup> closing.

TOWN OF BLOOMFIELD  
RESOLUTION AUTHORIZING A LEASE PURCHASE FINANCING  
OF THE ENERGY CONSERVATION SAVINGS PROJECT

RESOLVED,

(a) That the Town of Bloomfield undertake a lease-purchase financing of a portion of the cost of the installation of energy conservation measures, including related equipment installation, at certain Town owned facilities, in a principal amount not to exceed FIVE HUNDRED SEVENTY THOUSAND TWO HUNDRED FIFTY DOLLARS (\$570,250), for a term not in excess of 16 years, with the first payment to be made in the 2015/2016 fiscal year. The project may include acquisition and installation costs, equipment, legal fees, construction period interest and other financing costs, and other expenses related to the acquisition and financing of the project.

(b) That the Town hereby declares its official intent under Federal Income Tax Regulation Section 1.150-2 that any project costs paid from temporary advances of available funds will be reimbursed with the proceeds of a lease financing in an aggregate principal amount not in excess of the amount of the lease authorized for the project; and to authorize the Town Manager to amend such declaration of official intent as said official deems necessary or advisable and to bind the Town pursuant to such representations and covenants as said official deems necessary or advisable in order to maintain the continued exemption from federal income taxation of the interest portion of any payments due under the lease authorized by the resolution if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years;

(c) That the Town Manager is authorized to approve, execute and deliver on behalf of the Town any lease purchase agreement and any certificates or documents related to the project or the financing and is authorized to determine the amounts, dates, interest rates, maturities, prepayment terms, form and other details of the lease purchase agreement; and to perform all other acts and execute all other documents which are necessary or appropriate to enter into the lease-purchase agreement; and

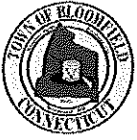
(d) That the Town Manager, and other proper officers and officials of the Town are authorized to take any other action which is necessary or desirable to enable the Town to complete the project and to effect the aforesaid lease purchase financing.

TO: Town Councilors  
FROM: Philip K. Schenck, Jr., Town Manager  
DATE: December 5, 2014  
RE: FY 14/15-33: RATIFICATION OF LISA LANE LEASE

The Lisa Lane Farm lease was signed by Mr. Desmond Samuda today. The lease will become effective once signed by all parties and approved by the Town Council.

Should Council wish to move forward, the following motion would be in order:

*Move to ratify the Lisa Lane lease between the Town of Bloomfield and Mr. Desmond Samuda.*



**TOWN OF BLOOMFIELD**  
**INTEROFFICE MEMORANDUM**

To: Philip K. Schenck, Jr., Town Manager  
From: David Melesko, Director of Leisure Services  
Date: December 5, 2014  
Re: Lisa Lane Farm rev 11552014 Lease

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Request for review of the Lisa Lane Farm rev 11552014 lease with Mr. Samuda, drafted by Attorney Daniel N. Mara. Upon your review of the lease; if agreed upon by you, I request for the lease to be presented to the Town Council to be ratified.

In addition to the Lisa Lane Farm rev 11552014 lease, Mr. Samuda has fulfilled his obligations of obtaining Worker Compensation Insurance.

With these last two items now finalized, Mr. Samuda has completed all necessary requirements to move forward with the lease. Thank you for your consideration.



Riverview, Suite 312  
800 Cottage Grove Road  
Bloomfield, CT 06002  
Phone: (860) 241-7700  
Fax: (860) 241-7701

## MEMORANDUM

To: Philip Schenck, Town Manager

From: Daniel N. Mara

Date: December 5, 2014

Re: Farm Lease – Lisa Lane

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Enclosed is the Lisa Lane Farm Lease signed by Mr. Samuda submitted in triplicate. Please sign where indicated and return two executed copies to me at your earliest convenience.

Please do not hesitate to call with questions or concerns.

**FARM LEASE**  
**Lisa Lane Property**

THIS LEASE is entered into this 5<sup>th</sup> day of December 2014 by and between TOWN OF BLOOMFIELD of 800 Bloomfield Avenue, Bloomfield, Connecticut ("Landlord") and DESMOND SAMUDA of Hartford, Connecticut ("Tenant"), wherein the parties agree as follows:

1. The Landlord hereby leases to the Tenant, to use solely for cultivation of crops and for operation of a Roadside Stand, certain real property located on Lisa Lane, Bloomfield, Connecticut as depicted in Schedule A attached, consisting of 10.477 acres, more or less, and all buildings and improvements thereon (the "Premises"), plus the right to pass and repass in common with others over all streets, driveways and roadways providing access to the Premises, subject to:

- a. terms and conditions of that agreement by and between KRA, LLC and Wintonbury Land Trust including any and all oversight and property management agreements by and between the Town of Bloomfield and Wintonbury Land Trust (the "Land Trust Agreements"); and
- b. terms and conditions of a Conservation and Public Access Easement Agreement by and between Town of Bloomfield and the State of Connecticut Department of Energy and Environmental Protection (the "DEEP Agreement") specifically including but not in any way limited to the public use and access requirements reserved herein and as set forth in the DEEP Agreement and
- c. a Conservation Plan prepared by the Natural Resources Conservation Service dated March 6, 2014 and attached hereto as Exhibit B, which Conservation Plan is from time to time subject to change at Landlord's discretion during the term hereof (the "Conservation Plan"), and
- d. all easements, encroachments, encumbrances and matters of fact or record that would be disclosed by a complete and accurate survey of the Premises or examination of public records, and
- e. all applicable local, state and federal laws, rules, regulations and ordinances, specifically including but not in any way limited to all Town of Bloomfield Inland Wetland and Watercourses and Zoning regulations and all public health rules and regulations, and
- f. public access rights and uses as provided herein and all other rights and entitlements not expressly granted or let herein.

2. Landlord reserves the right to allow and from time to time schedule, public access and public use events at portions of the Premises (which public access or use events shall not unreasonably interfere with the agricultural uses provided for herein), and to develop, use and allow the public to use (i) that portion of the Premises designated

as a public walking trail in Schedule A attached hereto, (ii) areas for the establishment of community gardens, (iii) areas reasonably sufficient for public parking in connection with public uses of the Premises (collectively the "Public Access Areas"), and (iii) such other public uses as may from time to time be agreed upon by Landlord and Tenant.

3. Tenant may install or maintain a gate and lock to secure the Premises against unwanted access provided (a) he provides Landlord, at all times, with a working key, combination or other access code, to the lock and (b) the Public Access Areas shall be open to access by the public year-round between sunrise and sunset. Notwithstanding, Landlord reserves the right of itself, its agents, its representatives, its employees, or its assigns to enter the Premises at any reasonable time for purposes of (a) of consultation with Tenant; (b) of making repairs, improvements, and inspections; (c) monitoring Tenant's compliance with the terms and conditions hereof, specifically including but not in any way limited to the requirements set forth in Sections 10 and 11 hereof, (d) developing, using, allowing public use of and maintaining public-use portions of the Premises as described herein; and (e) after notice of termination of the Lease is given.

4. The term of this Lease shall be five (5) years commencing on December 1, 2014 and continuing through November 30, 2019, unless earlier terminated as provided herein or in accordance with Connecticut law. Provided Tenant is not in default hereunder, the Initial Term of this Lease may be extended at Tenant's option for an additional period of five (5) years. Tenant shall provide Landlord written notice of his intent to extend the term hereof at least ninety (90) days prior to the expiration of the initial term. In the event the initial term is extended as provided herein, Tenant covenants and agrees to pay the then applicable Base Rent for each such extension period, as agreed between the Landlord and Tenant, and such annual and other Additional Rent, if any

5. The Tenant agrees to pay to the Landlord as cash rent the amount of \$3,000.00 per year ("Base Rent") payable in equal monthly installments in the amount of \$250.00 payable at the Finance Office, Town Hall, 800 Bloomfield, CT 06002. Rent is payable without demand in advance on the first (1<sup>st</sup>) day of each month commencing December 1, 2014 and continuing through the term hereof. Any payment of rental or any additional rent received by Landlord more than five (5) days after such payment is due shall include a late charge of five (5%) percent of the amount due. Tenant shall further, at Tenant's sole cost and expense obtain and maintain all utility services necessary for Tenant's activities and operations hereunder. Landlord shall provide no utilities whatsoever to or for the benefit of the Premises.

Base Rent as provided herein shall be changeable at the discretion of Landlord based upon improvements made, if any, to the Premises during the term hereof. Base Rent shall not be changed more than once per calendar year during the term hereof, and Landlord shall consider Tenant's ability to pay rent in connection with any such change in Base Rent. Tenant shall supply to Landlord, without demand, complete signed copies of Tenant's (i) state and federal income tax returns as and when filed with the State Department of Revenue Services or the Internal Revenue

Service and (ii) sales and use tax returns filed with the State Department of Revenue Services. Should Tenant seek an extension of time in which to file any tax return contemplated herein, Tenant shall supply to Landlord, without demand and in addition to the foregoing, complete signed copies of Tenant's application(s) for any such extension.

6. In addition to Base Rent, as provided above, Tenant shall timely pay, as additional rent, all taxes, assessments and other federal, state or municipal charges assessed upon or against the Premises, if any. Tenant shall further be solely responsible and shall pay all taxes and assessments made upon Tenant's personal property, fixtures and equipment stored at or installed upon the Premises

7. Tenant shall obtain and maintain worker's compensation, automobile liability, general liability and casualty insurance and other insurance coverage in amounts set forth in Schedule C attached hereto, which amounts and requirements may change from time to time in Landlord's reasonable discretion, with companies reasonably acceptable to Landlord. Landlord shall be insured as loss payee and as additional insured, at no cost to Landlord, on each such policy of insurance. Tenant's insurance shall be primary and noncontributory. Tenant shall provide evidence of such insurance to Landlord's reasonable satisfaction upon Tenant's execution of this Lease, on or before December 1st of each year during the term hereof (without prior notice or demand) and at any other time upon Landlord's reasonable demand. In the event that Tenant shall fail to timely provide Landlord evidence of such insurance, or any part thereof, to Landlord's reasonable satisfaction, Landlord may, with or without prior notice to Tenant, obtain such insurance on terms and conditions acceptable to Landlord, and Tenant shall, immediately upon demand, pay to Landlord all of Landlord's costs and expenses in connection with the procurement of such insurance as additional rent hereunder.

8. The Tenant agrees that he will occupy and possess the Premises, subject hereto, and shall continuously and actively farm no less than fifty (50%) percent of the Premises at all times during the term of the Lease. Tenant shall comply with a Conservation Plan, prepared or approved by the U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS), or by its successor, or by a qualified conservation professional approved by Landlord. The plan may be updated periodically at Landlord's discretion. Tenant shall at all times manage the Property in a manner consistent with generally accepted best management practices, including, but not limited to, those practices identified by the NRCS Electronic Field Office Technical Guide, and in a manner that takes into account the protection of the Conservation Values of the Protected Property.

9. Tenant covenants and agrees to comply at Tenant's sole expense with all applicable local, state and federal laws, rules, regulations, building codes, and permitting and licensing requirements affecting the Premises and its use thereof. Tenant shall not erect any permanent structure or fencing without Landlord's express prior written permission, which permission may be conditioned or withheld in Landlord's sole discretion. Tenant shall obtain and retain all necessary certificates, licenses, authorizations, registrations, building and other permits, environmental and

zoning resolutions and approvals and/or all other approvals necessary for the operation of Tenant's business at the Premises. Nothing herein shall be construed as any sort of municipal zoning, permitting or other regulatory approval of Tenant's operations at or on the Premises

10. Tenant shall not use the Premises or any portion thereof for:

- i. any residential purpose, or
- ii. any unlawful or illegal purpose, business or use, or
- iii. any purpose not allowed herein, or
- iv. any business or use or purpose reasonably deemed by Landlord to be disruptive, disreputable or unreasonably hazardous, or in such manner as to constitute a nuisance of any kind, or
- v. any use prohibited by the Land Trust Agreements or the DEEP Agreement, or
- vi. the raising or cultivation of livestock, without Landlord's prior express written approval, which approval may be granted or withheld in Landlord's sole discretion, or
- vii. any purpose which would constitute an "Establishment" as the same is defined by C.G.S. §22a-134 et. seq., as may from time to time be amended or laws of similar intent, or
- viii. the keeping or storage of any automobiles or other motorized equipment, except such automobiles or motorized equipment as may be in operable condition and reasonably be used by Tenant in connection with his farming operations.

11. Tenant shall keep and maintain the Premises in good repair and in a neat and orderly manner. The Tenant will, at Tenant's sole cost and expense, repair and maintain all buildings in compliance with all building codes and Landlord's occupancy requirements. Tenant shall maintain all other improvements and equipment located on the Premises during his tenancy in as good condition as at the commencement date of this Lease, normal wear and depreciation beyond Tenant's control excepted. Tenant shall be solely responsible for proper, timely and appropriate disposal of all refuse generated by or located on the Premises during the term hereof. No refuse shall be buried at the Premises. Tenant shall not store or accumulate any hazardous materials at, in or on the Premises.

With respect to any repairs carried out by Tenant, Tenant shall timely and promptly obtain mechanics lien waivers from all persons performing work at or supplying materials to the Premises and shall without demand provide to Landlord evidence of contemporaneous payment made to each such person in connection with each such waiver. Should a mechanics lien shall be recorded against the Premises, Tenant shall promptly obtain a release of the same within thirty (30) days of the same being recorded, whether by bond or otherwise. At all times during the carrying out of any repairs, Tenant shall maintain all necessary worker's compensation and general liability insurance as provided

herein or as otherwise reasonably required by Landlord, and Tenant shall provide Landlord evidence of such insurance immediately upon Landlord's request.

In the event that Tenant shall fail to timely undertake and complete such repairs and maintenance, or any part thereof, to Landlord's reasonable satisfaction, Landlord may, with or without prior notice to Tenant, undertake and complete such repairs and maintenance on terms and conditions acceptable to Landlord, and Tenant shall, immediately upon demand, pay to Landlord all of Landlord's costs and expenses in connection with such repairs and maintenance as additional rent hereunder.

Notwithstanding anything to the contrary stated herein, Tenant may, at Tenant's own expense and with Landlord's prior written consent, make changes to the Premises to upgrade the electrical service and to connect to the Metropolitan District water service. Tenant shall provide all plans and permits required for such upgrades and connections to Landlord prior to commencing any such upgrades and connections. All such improvements shall be made in compliance with the Land Trust and DEEP Agreements, and the Landlord may approve such connections and upgrades in its reasonable discretion. Tenant may not grant or suffer any lien or encumbrance on the Premises in connection with such upgrades or connections without the Landlord's prior written consent, which consent may be withheld or conditioned in Landlord's sole discretion,

12. In addition to Tenant's obligations to procure and maintain appropriate insurance as provided herein, Tenant shall defend, hold harmless and indemnify Landlord from and against any worker's compensation, personal injury or other liability claims and all other obligations or payment of any sort whatsoever arising out of or in connection with Tenant's occupation of the Premises.. Tenant's obligations to defend and indemnify Landlord shall not be limited by or to the amount of any insurance as required herein and shall survive any termination or expiration of this agreement. Tenant's obligations to defend and indemnify Landlord shall persist until all applicable statutes of limitation have expired in connection with any claim or circumstances for which indemnification is appropriate..

13. Neither Landlord nor Landlord's agents have made any representations with respect to the Premises. Tenant has actually occupied the Premises and has thoroughly inspected the Premises prior to the date hereof. Tenant hereby accepts the Premises absolutely "as is". In no event shall Landlord be liable for any repair or maintenance cost, defect or latent defect in the Premises or for any limitation on the use thereof, and Landlord makes no representation whatsoever as to the suitability of the Premises for Tenant's anticipated uses or for any use of the Premises which Tenant may now or hereafter propose. To induce Landlord to enter into the within Lease on the terms and conditions hereof, Tenant hereby knowingly and intentionally waives any and all claims, arguments and liabilities of all types whatsoever that it has or may have or may be available to Tenant against Landlord from the beginning of the world to the date of these presents.

14. The terms of this Lease shall be binding upon the heirs, executors, administrators, successors and assigns of both Landlord and Tenant in like manner as upon the original parties. Notwithstanding anything to the contrary stated or implied herein, this Lease shall terminate upon the death of the Tenant.

15. If at any time during the term hereof, any person, authority or corporation, public or private or otherwise shall lawfully condemn or take under power of eminent domain or condemnation the whole or any part of the Premises to such an extent that, having regard for the taking, the Premises is no longer reasonably practical for Tenant's use as it was used immediately before the taking, Tenant may terminate this Lease upon sixty (60) days written notice to Landlord. Landlord shall be solely and exclusively entitled to pursue, collect and keep any condemnation award. However, Tenant may maintain and prosecute a separate claim for damage for the value and/or cost of removal of any of its machinery and equipment installed in or upon such Leased Premises or any other damage to Tenant's interest, including damages for loss of crops or business interruption, to the extent such claims by Tenant for damages are allowed for under applicable law, as a separate item of damage in addition to just compensation to which Landlord is entitled as a result of such taking. All sums recovered or awarded on the basis of Tenant's claims as allowed herein shall belong to and be payable to Tenant.

16. Landlord warrants that it has the right to lease the land and buildings, subject to the limitations and exceptions herein, and will defend the Tenant's possession against any and all persons whomsoever.

17. To improve the land, conserve its resources, and maintain it in a high state of cultivation, Tenant shall:

- a. maintain the Premises during his tenancy in as good condition as at the commencement date of this Lease subject to the removal of all trash, stored automobiles and equipment and waste and repairs and improvements provided for herein;
- b. at all times during the term hereof operate the Premises and conduct all agricultural activities thereon in accordance with the Conservation Plan;
- c. comply with all Landlord directives and requirements regarding repairs and maintenance of any building or improvements at the Premises, and.
- d. not cut live trees located on the Premises without the prior express approval of the Bloomfield Tree Warden.

Landlord and Tenant shall conduct joint inspections of the Premises on an annual basis conducted in the month of October, or at such other time as the parties may agree, and at such other times as Landlord may reasonably request. In the interests of fostering frequent communications between Landlord and Tenant, Landlord may, from time to time, designate one or more individuals to act as Landlord's representative(s) in connection with all matters relating to the Premises and/or this Lease.

18. Upon any such expiration or termination of this Lease, Tenant shall establish and shall leave the Premises with an acceptable cover crop. Tenant shall quit and peacefully surrender the Premises to Landlord, and Landlord may, without further notice, re-enter the Premises and repossess the same by summary proceedings, ejectment or otherwise in accordance with law, and may dispossess Tenant and remove Tenant and all other persons and property from the Premises and may have, hold and enjoy the Premises and the right to receive all rental income of and from the same. Any improvement made to or installed upon the Premises during the term of the Lease shall, at Landlord's sole option, become the property of Landlord without claim by or compensation to tenant.

19. The occurrence of any one or more of the following events (an "event of default") shall constitute a default hereunder by Tenant:

(i) if default shall be made in the due and punctual payment of rent, additional rent or any other amounts payable to Landlord within five (5) days of the date upon which amounts are due and payable; or

(ii) if default shall be made by Tenant in the performance or compliance with any of the agreements, terms, covenants or conditions herein for a period of thirty (30) days after written notice from Landlord. However, in the case of a default or a contingency which cannot reasonably and with due diligence be cured or remedied within said thirty (30) day period, if Tenant fails to promptly undertake and continuously pursue a cure or remedy of such default within such thirty (30) day period and complete the same with all due diligence; or

(iii) if Tenant shall die or file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future federal, state or other bankruptcy or insolvency statute or law, or shall seek or consent to or acquiesce in the appointment of any bankruptcy or insolvency trustee, receiver or liquidator of Tenant or of all or any substantial part of Tenant's assets and/or the Premises, and if such condition shall continue for a period of sixty (60) days after receipt by Tenant of written notice from Landlord specifying the matter involved.

20. If this Lease shall be terminated by summary proceedings or otherwise, upon any breach or failure to timely fulfill by Tenant any provision hereof obligation hereunder, or if the Premises are abandoned or become vacant, and whether or not the Premises are relet, Landlord shall be entitled to recover possession of the Premises from the Tenant, and may further recover from Tenant, and Tenant shall pay to Landlord, in addition to any other damages becoming due hereunder, an amount equal to all expenses (including reasonable counsel fees and expenses irrespective of whether Landlord actually engages in litigation) incurred by Landlord in recovering possession of the Premises, which damages shall be due and payable by Tenant to Landlord at such time or times as such expenses are incurred by Landlord. To induce Landlord to enter into the within Lease upon the rental terms and provisions

provided herein, upon any termination of this Lease, whether by summary process or otherwise, all crops, proceeds, fixtures and improvements made to or installed upon the Premises shall become, at Landlord's sole option, the property the Landlord without compensation to Tenant. Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity by statute or otherwise.

21. This Lease shall not give rise to a partnership relationship, and neither party shall have the authority to obligate the other without written consent, except as specifically provided in this Lease. Tenant may not lease or sublet any part of the Premises or allow any other person or entity to use or occupy of any part of the Premises for any reason whatsoever. This Lease and/or any rights of occupancy provided hereunder, or any part thereof, may not be mortgaged, hypothecated, assigned, or conditionally assigned by Tenant without Landlord's prior written consent, which consent may be granted, withheld or conditioned in Landlord's sole and absolute discretion.

22. Tenant agrees to save Landlord harmless and indemnified from any injury, loss, claim or damage, whether proximate or remote, to any person or property occurring on the Premises, any improvements thereon or any other property or equipment used or located on the Premises, whether or not caused by any repair, alteration, injury or accident resulting from the negligence or default of Tenant or Tenant's agents, employees, licensees, contractors or invitees, or any owner or occupant thereof or any other person, unless the same shall be caused by the act, negligence or default of Landlord, or of Landlord's employees, agents, licensees or contractors, and neither shall Tenant hold or attempt to hold Landlord liable for any injury or damage occasioned by defective electric wiring or by breaking, bursting, stoppage or leaking of any part of the plumbing, heating, fire control sprinkler system or gas, sewer or steam pipes, whether caused by freezing or some other circumstance. The provisions of this clause shall survive the termination of this Lease for whatever cause or reason until such time as any applicable statute of limitations shall have expired in connection with any claim for which indemnity would be appropriate hereunder. Landlord shall not be liable for damage to property of Tenant or of others located on the Premises, nor for loss of or damage to any property of Tenant or of others by theft or otherwise and neither shall Landlord be liable for any latent defect in the Premises and/or in any of the adjoining properties.

23. This Lease is and for all purposes shall be subject and subordinate to all agreements and restrictions of record, mortgages and ground leases which may now or hereafter affect the Leased Premises and/or Landlord's Property, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request. Tenant shall not record a Notice of Lease without Landlord's prior written consent.

24. The following persons shall serve as the main point of contact for the purposes of this Lease.

**Town of Bloomfield**

Town of Bloomfield  
Attn: Philip Schenck, Town Manager  
800 Bloomfield Avenue  
Bloomfield, CT 06002  
Phone: (860) 769-3504  
Email: [pschenck@bloomfieldct.org](mailto:pschenck@bloomfieldct.org)

**Tenant:**

Desmond Samuda  
75 Plainfield Street  
Hartford, CT 06112  
Phone: (860) 830-6191  
Email: NONE

25. This Agreement sets forth the entire agreement between the parties hereto and merges and supersedes all prior leases, discussions, agreements, practices and expectations of the parties. No failure by Landlord to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of rent (in whole or in part) during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof to be performed or complied with by Tenant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by Landlord. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. This agreement shall be construed and interpreted in accordance with the law of the State of Connecticut.

26. Landlord and Tenant each represents to the other that it has not had any dealings with any brokers or agents in connection with the negotiation of this Lease. Tenant shall defend Landlord and hold Landlord harmless from any claims made by any broker or other person seeking payment or claiming entitlement to any commission or other compensation on account of this Lease.

27. Landlord and Tenant shall reasonably cooperate to seek and obtain federal, state or other grant and assistance funds for the improvement of the Premises. Each shall bear its own costs in seeking such grants. Landlord's responsibility to improve the Premises, if any, is expressly conditioned on Landlord's receipt of sufficient grant or other assistance funds for the cost of such improvements.

28. This Lease is expressly made subject to approval by the Town Council for the Town of Bloomfield. Even if signed by Landlord and Tenant, this Lease shall not be binding on either party until ratified and approved by the Town Council. Notwithstanding any date on which this agreement may be ratified and approved by the Town Council, it will be effective as of December 1, 2014.

IN WITNESS WHEREOF, the parties have signed this lease on the 5<sup>th</sup> day of December 2014.

Witnessed:

Town of Bloomfield

By \_\_\_\_\_  
Philip Schenck, Manager

\_\_\_\_\_  
DANIEL R. WATNA

\_\_\_\_\_  
Desmond Samuda

HERE

## SCHEDULE A

PROPERTY MAP

Recorded in Bloomfield  
LAND RECORDS

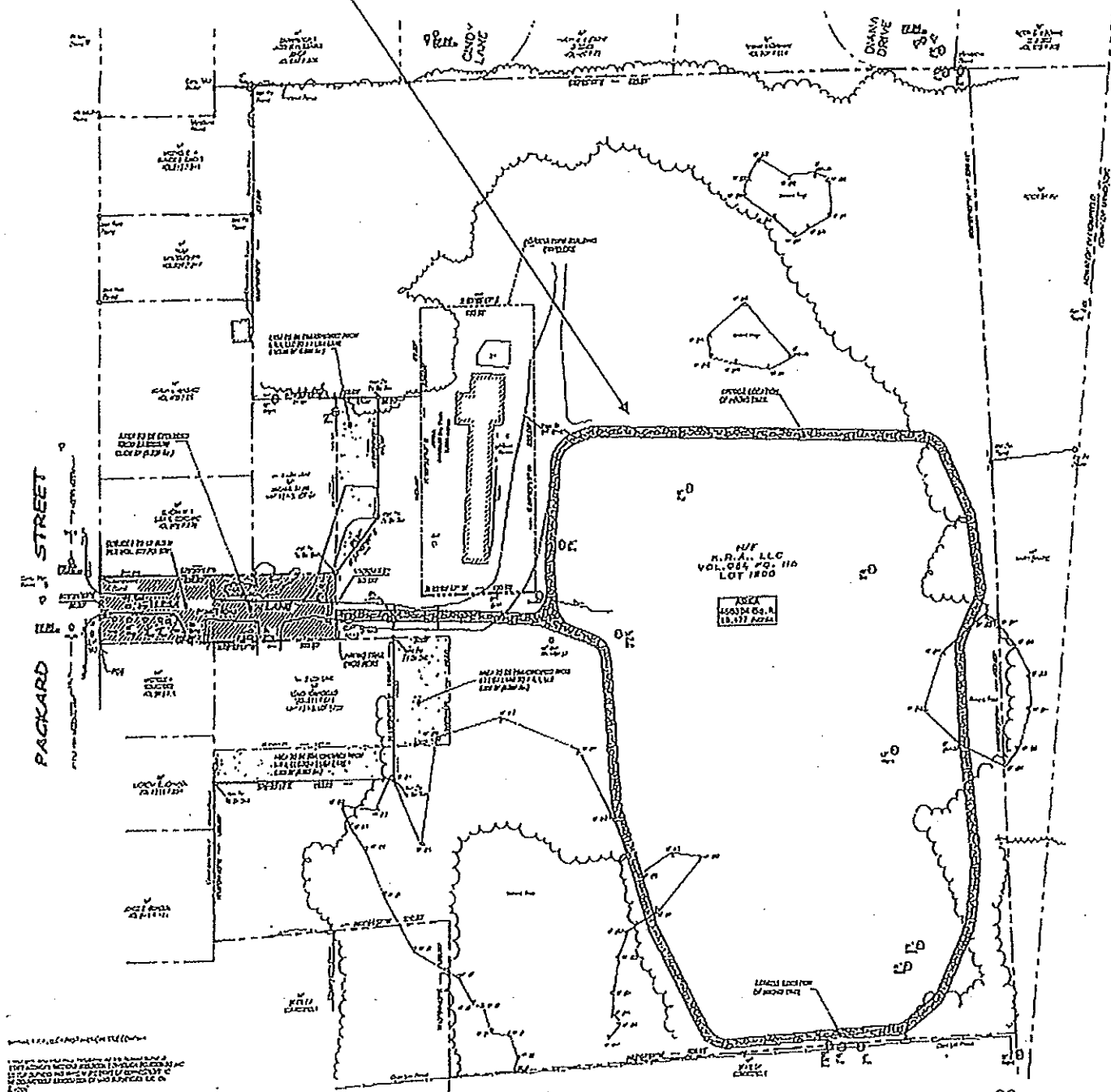
Mar 28, 2014 04:25P

BOOK: 1769 PAGE: 1

INST# 00000868

Marguerite Phillips Town Clerk

Public Access Trail



## SCHEDULE B

### Conservation Plan



Natural  
Resources  
Conservation  
Service

WINDSOR SERVICE CENTER  
100 NORTHFIELD DR FL 4  
WINDSOR, CT 06095-4730  
(860) 688-7725

ADAM MAIKSHILO  
SOIL CONSERVATIONIST

## Conservation Plan

TOWN OF BLOOMFIELD  
800 BLOOMFIELD AVE  
BLOOMFIELD, CT 06002

WINTONBURY LAND TRUST  
P.O. BOX 734  
BLOOMFIELD, CT 06002

DESMOND SAMUDA  
75 PLAINFIELD ST  
HARTFORD, CT 06112

### OBJECTIVE(S)

This conservation plan was created to help provide guidance to owners and operators of best management practices to protect the sites resources by controlling the spread of invasive plant species, protecting wetland and water resources, improve soil health, and increase plant productivity.

Crop

Tract: 5621

### Conservation Crop Rotation

Grow crops in a planned rotation for biodiversity and to provide adequate amounts of organic material for erosion reduction, nutrient balance and sustained soil organic matter. Crop rotation can help manage soil fertility and also to help reduce problems with soil borne diseases and pests.

Field	Planned Amount	Month	Year	Applied Amount	Date
3	2.7 ac	5	2014		
3	2.7 ac	5	2015		
3	2.7 ac	5	2016		
3	2.7 ac	5	2017		
3	2.7 ac	5	2018		
3	2.7 ac	5	2019		
4	0.5 ac	5	2014		
4	0.5 ac	5	2015		
4	0.5 ac	5	2016		
4	0.5 ac	5	2017		
4	0.5 ac	5	2018		
4	0.5 ac	5	2019		
5	0.5 ac	5	2014		
5	0.5 ac	5	2015		
5	0.5 ac	5	2016		
5	0.5 ac	5	2017		
5	0.5 ac	5	2018		
5	0.5 ac	5	2019		
Total:	4.3 ac				

### Cover Crop

After harvest or as part of a crop rotation, establish cover crop a by broadcasting, no-till drill, or other approved methods. A cover can consist of pure legume or a multi-species soil health mix (typically a legume with 2-4 other small grain, grass, or taproot species). A vegetative cover crop reduces soil erosion, Improves soil organic matter, store nitrogen, microbial populations and overall soil health. At a minimum establish a cover that can be incorporated to the next-growing season. Cover crop can be established during spring or summer on fields not actively being cropped or sown immediately after the growing season. The cover crop can be either mechanically or chemically terminated.

Field	Planned Amount	Month	Year	Applied Amount	Date
3	2.7 ac	9	2014		
3	2.7 ac	9	2015		
3	2.7 ac	9	2016		
3	2.7 ac	9	2017		
3	2.7 ac	9	2018		
3	2.7 ac	9	2019		
4	0.5 ac	9	2014		
4	0.5 ac	9	2015		
4	0.5 ac	9	2016		
4	0.5 ac	9	2017		
4	0.5 ac	9	2018		
4	0.5 ac	9	2019		
5	0.5 ac	9	2014		
5	0.5 ac	9	2015		
5	0.5 ac	9	2016		
5	0.5 ac	9	2017		
5	0.5 ac	9	2018		
5	0.5 ac	9	2019		
Total:	4.3 ac				

### Integrated Pest Management (IPM)

Manage infestations of weeds, insects, and disease to reduce adverse effects on plant growth, crop production, and material resources. Regularly scout production area for pests and determine threshold limit before applying pesticides, herbicides, and fungicides. Dispose of spoiled product in a manner that will not promote additional infestations of crop pests. Consider maintaining records of pesticide and herbicide applications. Records should include type, dates, amount, rates, target pest/disease, and weather conditions.

Field	Planned Amount	Month	Year	Applied Amount	Date
3	2.7 ac	5	2014		
3	2.7 ac	5	2015		
3	2.7 ac	5	2016		
3	2.7 ac	5	2017		
3	2.7 ac	5	2018		
3	2.7 ac	5	2019		
4	0.5 ac	5	2014		
4	0.5 ac	5	2015		
4	0.5 ac	5	2016		
4	0.5 ac	5	2017		
4	0.5 ac	5	2018		
4	0.5 ac	5	2019		
5	0.5 ac	5	2014		
5	0.5 ac	5	2015		
5	0.5 ac	5	2016		
5	0.5 ac	5	2017		
5	0.5 ac	5	2018		
5	0.5 ac	5	2019		
Total:					

### Irrigation Water Management

Control the rate, amount, and timing of irrigation water to minimize soil erosion and control water loss from runoff and deep percolation. Apply water to meet the needs of the crop. Monitor soil moisture by feel or with a soil moisture meter. Monitor rainfall events. It is advisable to keep irrigation records to monitor water usage.

Field	Planned Amount	Month	Year	Applied Amount	Date
3	2.7 ac	5	2014		
3	2.7 ac	5	2015		
3	2.7 ac	5	2016		
3	2.7 ac	5	2017		
3	2.7 ac	5	2018		
3	2.7 ac	5	2019		
4	0.5 ac	5	2014		
4	0.5 ac	5	2015		
4	0.5 ac	5	2016		
4	0.5 ac	5	2017		
4	0.5 ac	5	2018		
4	0.5 ac	5	2019		
5	0.5 ac	5	2014		
5	0.5 ac	5	2015		
5	0.5 ac	5	2016		
5	0.5 ac	5	2017		
5	0.5 ac	5	2018		
5	0.5 ac	5	2019		
Total:	4.3 ac				

## Mulching

Consider the use of mulch in cultivation practices to conserve moisture, prevent compaction, reduce runoff, control weeds and help establish a living cover of plants. Mulch can be plant residues or other suitable material (plastic/bio-degradable plastic).

Field	Planned Amount	Month	Year	Applied Amount	Date
3	2.7 ac	5	2014		
3	2.7 ac	5	2015		
3	2.7 ac	5	2016		
3	2.7 ac	5	2017		
3	2.7 ac	5	2018		
3	2.7 ac	5	2019		
4	0.5 ac	5	2014		
4	0.5 ac	5	2015		
4	0.5 ac	5	2016		
4	0.5 ac	5	2017		
4	0.5 ac	5	2018		
4	0.5 ac	5	2019		
5	0.5 ac	5	2014		
5	0.5 ac	5	2015		
5	0.5 ac	5	2016		
5	0.5 ac	5	2017		
5	0.5 ac	5	2018		
5	0.5 ac	5	2019		
Total:	4.3 ac				

### Nutrient Management

Take samples of soil to test for soil fertility. Soil samples should be submitted at a minimum of every other year in order to monitor nutrient changes and availability in the soil. Apply lime and fertilizer according to meet plant production needs based recommendations obtained from soil tests. If over two ton lime required, split application to half in spring and fall. Follow established procedures for soil test and recommendations for specialty plantings. It is advisable to maintain records of lime and fertilizer applications to monitor pH and nutrient changes over time in order to prevent over application of fertilizer.

Field	Planned Amount	Month	Year	Applied Amount	Date
3	2.7 ac	5	2014		
3	2.7 ac	5	2015		
3	2.7 ac	5	2016		
3	2.7 ac	5	2017		
3	2.7 ac	5	2018		
3	2.7 ac	5	2019		
4	0.5 ac	5	2014		
4	0.5 ac	5	2015		
4	0.5 ac	5	2016		
4	0.5 ac	5	2017		
4	0.5 ac	5	2018		
4	0.5 ac	5	2019		
5	0.5 ac	5	2014		
5	0.5 ac	5	2015		
5	0.5 ac	5	2016		
5	0.5 ac	5	2017		
5	0.5 ac	5	2018		
5	0.5 ac	5	2019		
Total:	4.3 ac				

### Residue Management, Seasonal

Manage amount, orientation and distribution of organic residue to maximize soil protection until immediately prior to planting the following crop.

Field	Planned Amount	Month	Year	Applied Amount	Date
3	2.7 ac	9	2014		
3	2.7 ac	9	2015		
3	2.7 ac	9	2016		
3	2.7 ac	9	2017		
3	2.7 ac	9	2018		
3	2.7 ac	9	2019		
4	0.5 ac	5	2014		
4	0.5 ac	5	2015		
4	0.5 ac	5	2016		
4	0.5 ac	5	2017		
4	0.5 ac	5	2018		
4	0.5 ac	5	2019		
5	0.5 ac	9	2014		
5	0.5 ac	9	2015		
5	0.5 ac	9	2016		
5	0.5 ac	9	2017		
5	0.5 ac	9	2018		
5	0.5 ac	9	2019		
Total:	4.3 ac				

### Farmstead

Tract: 5621
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#### Filter Strip

Install and maintain a strip/area of herbaceous vegetation between cropland, grazing land, or disturbed land and environmentally sensitive areas to reduce loadings of sediment, particulate organic matter, and nutrients. Environmentally sensitive areas include, streams, ponds, vernal pools and other wetland habitats that could be negatively affected by loadings of sediment and nutrients. The vegetated area should be approximately 14 feet wide and consist of native herbaceous species such as grasses and wildflowers.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	0.1 ac	9	2014		
Total:	0.1 ac				

### Forest

Tract: 5621
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## Brush Management

Contain and prevent the spread of invasive and exotic plant species. The scenario is usually applied to a portion of a field or forest and consists of both herbicide and mechanical treatment to control the presence and spread of invasive plant communities. Species to be controlled typically include but are not limited to barberry, buckthorn, honeysuckle, autumn olive, Asiatic bittersweet, Japanese knotweed, and multiflora rose. Restricted use chemicals and contractor work is necessary in wetland settings. The treatment will create a desired plant community consistent with the ecological site. At least 1 mechanical and 1 herbicide treatment is needed to control the targeted species, and annual monitoring is necessary. O & M: Brush management practices shall be applied using approved materials and procedures. Following initial application, some regrowth, re-sprouting, or reoccurrence of brush should be expected. Spot treatment of individual plants or areas needing retreatment should be done as needed.

Field	Planned Amount	Month	Year	Applied Amount	Date
2	4 ac	9	2014		
2	4 ac	9	2015		
2	4 ac	9	2016		
2	4 ac	9	2017		
2	4 ac	9	2018		
2	4 ac	9	2019		
Total:	4 ac				

Conservation Plan for Lisa Lane Farm

Farm: 2077, Tract: 5621

In order to maintain eligibility for USDA programs, please consult with USDA – NRCS prior to any anticipated land use changes or prior to performing the following activities: Land clearing, Drainage (tile or open ditching), Drainage maintenance, Filling, leveling, or dredging.

CERTIFICATION OF PARTICIPANTS

TOWN OF BLOOMFIELD DATE

WINTONBURY LAND TRUST DATE

DESMOND SAMUDA DATE

CERTIFICATION OF:

SOIL CONSERVATIONIST

ADAM MAIKSHILO DATE

CONSERVATION DISTRICT

N. CENTRAL CONSERVATION DISTRICT DATE

PUBLIC BURDEN STATEMENT

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0578-0013. The time required to complete this information collection is estimated to average 45/0.75 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection information.

PRIVACY ACT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C 522a). Furnishing this information is voluntary; however failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other state or federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

USDA NON-DISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers. If you believe you experienced discrimination when obtaining services from USDA, participating in a USDA program, or participating in a program that receives financial assistance from USDA, you may file a complaint with USDA. Information about how to file a discrimination complaint is available from the Office of the Assistant Secretary for Civil Rights. USDA prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex (including gender identity and expression), marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, complete, sign, and mail a program discrimination complaint form, available at any USDA office location or online at [www.ascr.usda.gov](http://www.ascr.usda.gov), or write to:

USDA Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW.  
Washington, DC 20250-9410

Or call toll free at (866) 632-9992 (voice) to obtain additional information, the appropriate office or to request documents. Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay service at (800) 877-8339 or (800) 845-6136 (in Spanish). USDA is an equal opportunity provider, employer, and lender. Persons with disabilities who require alternative means for communication of program information (e.g., Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

# Conservation Plan Map

Date: 3/6/2014

Customer(s): LISA LANE FARM

District: NORTH CENTRAL CONSERVATION DISTRICT

Approximate Acres: 31.5

Legal Description: Farm: 2077 Tract: 5621

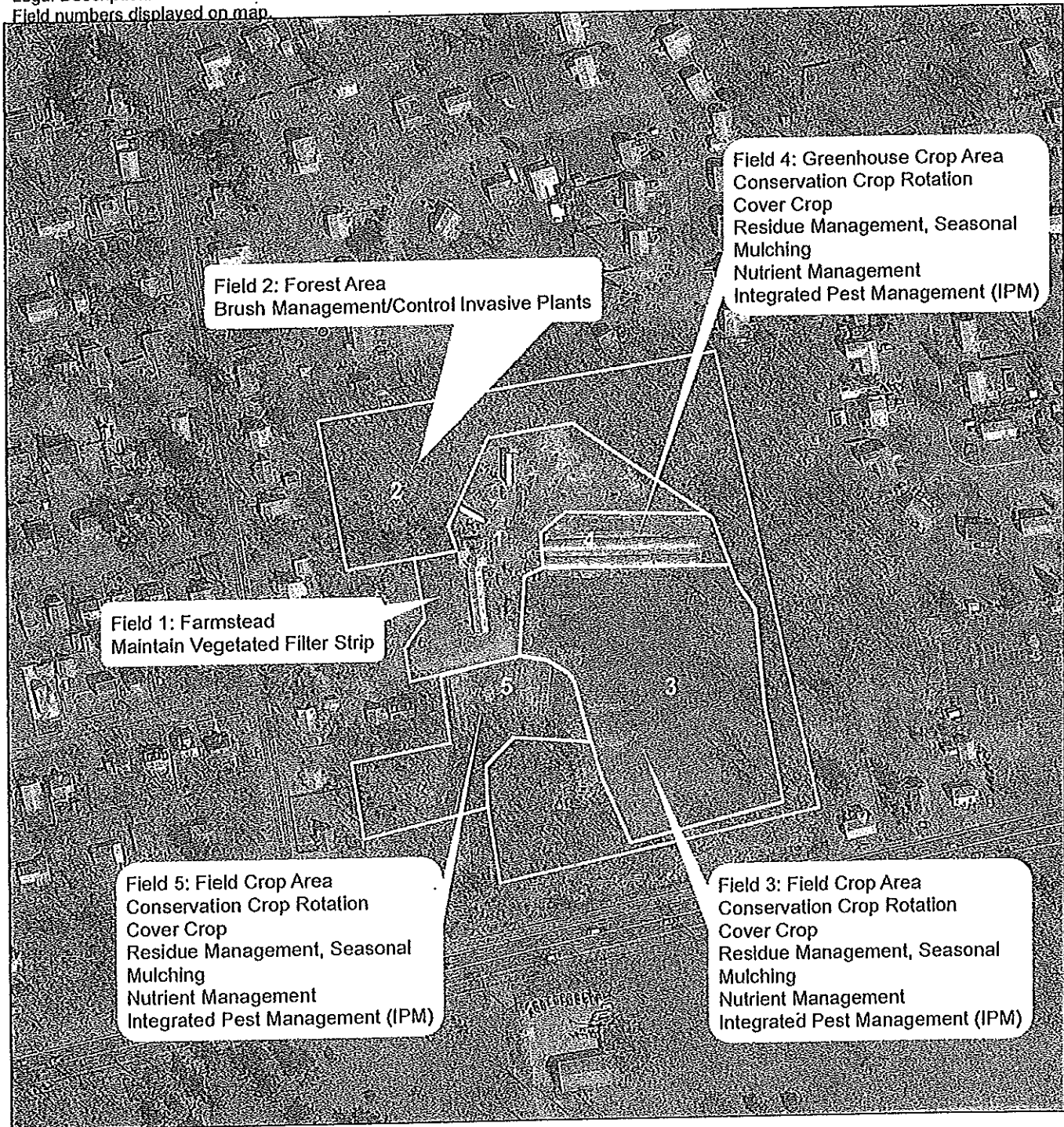
Field numbers displayed on map.

Field Office: WINDSOR SERVICE CENTER

Agency: USDA - NRCS

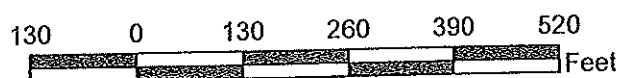
Assisted By: ADAM MAIKSHILO

State and County: CT, Hartford



Legend

Consplan



## SCHEDULE C

### *Insurance, Indemnity and Release Obligations*

The Lessee shall indemnify and hold harmless the Town of Bloomfield, including but not limited to, its elected officials, its officers, and agents, from any and all claims made against the Town, including but not limited to, damages, awards, costs and reasonable attorney's fees, to the extent any such claim directly and proximately results from the wrongful willful or negligent performance of services by the Lessee or anyone directly or indirectly employed by or working for the Lessee, including volunteers, in connection with the lease or use of the 10.477 acres of farm land and 3 buildings of the Lisa Lane farm property. The Town agrees to give the Lessee prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

Lessee shall maintain in force at all times during this lease, and provide the Town a Certificate of Insurance evidencing coverage, the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an "A"-VIII policyholder's rating according to Best Publication's latest edition Key Rating Guide:


		Minimum Limits
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Op. Agg.	\$2,000,000
Excess Liability	Each Occurrence	\$3,000,000
Workers' Comp. And Employer's Liability	Workers' Comp Each Accident Disease Each Employee Disease Policy Limit	Statutory Limits \$100,000 \$100,000 \$500,000

"The Town of Bloomfield and Bloomfield Board of Education" must be named as "Additional Insured" on General and Auto Liability coverages.

Lessee shall obtain and keep in force a policy or policies of insurance, with Town of Bloomfield as loss payee, insuring loss or damage to Buildings on the premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Buildings. Lessee's policy or policies shall insure against all risks of direct physical loss or damage, including coverage for debris removal and the enforcement of any laws, rules and regulations requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Lessee owned alterations and utility installations, trade fixtures, and Lessee's personal property shall be insured by Lessee.

To the extent permitted by law, the Lessee hereby releases the Town, its elected and appointed officials, employees and volunteers and others working on behalf of the Town from any and all liability or responsibility to the Lessee or anyone claiming through or under the Lessee by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of the Town, its elected or appointed officials, employees or volunteers or others working on behalf of the Town. This provision shall be applicable and in full force and effect only with respect to loss of damage occurring during the time of the lessee's occupancy or use, and lessee's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the lessee to recover thereunder. The lessee agrees that its policies will include such a clause or endorsement.

**Department of Finance**  
**INTER-DEPARTMENTAL MEMORANDUM**

To: Philip K. Schenck, Town Manager  
From: William J. Hogan,  Director of Finance  
Date: December 3, 2014  
Re: November Monthly Financial Report 2014-15

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Attached is a statement of Revenue and Expenditures thru the month of November.

Through the five months of the year there are no major variances.

Revenue

The tax collection activity thru November 30th is right on target at 62% as compared to the adjusted levy and prior year percentage. State grants in aid for our two PILOT grants have been received as well as the ECS grant which is also on-line with the budget. Building permit activity is up \$50,000 due to the CIGNA expansion project. Overall, revenues are up approximately \$170,000 over the adopted budget.

Expenditures

No major variances. In total, overall spending is at 43% which is consistent with the Year to Date timeframe. The Town contingency of \$200,000 has not been utilized thus far.

The Police Department currently has 4 announced retirements effective thru January. OT is being monitored closely by Police Administration. OT in DPW is minor through November as most of this will be utilized during the upcoming snow and ice season. Utilities, solid waste disposal and collections are on-line.

# TOWN OF BLOOMFIELD

## EXPENDITURES

FOR 2015-13

	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0110 TOWN COUNCIL	190,387	0	190,387	119,887.37	8,060.00	62,439.63	67.2%
0120 TOWN MANAGER	363,323	0	363,323	135,744.70	.00	227,578.30	37.4%
0130 TOWN CLERK	338,252	0	338,252	116,500.48	32,497.67	189,253.85	44.0%
0141 FINANCE/ADMINISTRATION	136,790	0	136,790	50,631.30	.00	86,158.70	37.0%
0142 FINANCE/ASSESSOR	426,636	0	426,636	172,755.76	28,700.00	225,180.24	47.2%
0143 FINANCE/TAX COLLECTOR	266,970	0	266,970	107,460.02	5,390.32	154,119.66	42.3%
0144 FINANCE/CENTRAL OFFICE	67,450	0	67,450	17,796.28	1,661.28	47,992.44	28.8%
0145 HUMAN RESOURCES	406,078	0	406,078	150,696.72	700.00	254,681.28	37.3%
0146 FINANCE/INFO. SYS.	497,373	0	497,373	220,493.34	45,594.44	231,285.22	53.5%
0147 FINANCE/ACCOUNTING	243,864	0	243,864	91,638.83	.00	152,225.17	37.6%
0160 TOWN ATTORNEY	201,108	0	201,108	50,444.64	.00	150,663.36	25.1%
0170 TOWN TREASURER	10,170	0	10,170	3,854.75	.00	6,315.25	37.9%
0210 TOWN PLAN & ZONING	6,135	0	6,135	805.05	.00	5,329.95	13.1%
0220 ZONING BOARD OF APPEALS	2,992	0	2,992	221.97	.00	2,770.03	7.4%
0230 BOARD OF TAX REVIEW	4,506	0	4,506	215.96	.00	4,290.04	4.8%
0240 REGISTRAR OF VOTERS	97,237	0	97,237	59,384.45	.00	37,852.55	61.1%
0241 ELECTIONS	30,000	0	30,000	17,363.25	3,939.83	8,696.92	71.0%
0250 INLAND WETLANDS & WATER COURSE	3,930	0	3,930	79.99	.00	3,850.01	2.0%
0260 ECONOMIC DEVELOPMENT COMM	1,455	0	1,455	650.00	.00	805.00	44.7%
0275 COMMISSION ON AGING	3,390	0	3,390	.00	.00	3,390.00	.0%
0281 YOUTH ADULT COUNCIL	3,000	0	3,000	.00	.00	3,000.00	.0%
0290 ADVISORY COMM ON HANDICAPPED	1,000	0	1,000	.00	.00	1,000.00	.0%
0295 BEAUTIFICATION COMMITTEE	3,400	0	3,400	2,645.49	.00	754.51	77.8%
0296 FAIR RENT COMMISSION	1,000	0	1,000	.00	.00	1,000.00	.0%
0297 ETHICS COMMISSION	500	0	500	.00	.00	500.00	.0%
0301 PLANNING & DEVELOPMENT	870,964	0	870,964	292,183.38	71,186.22	507,594.40	41.7%
0311 POLICE	7,535,331	0	7,535,331	2,771,697.43	395,494.24	4,368,139.33	42.0%
0401 PUBLIC WORKS	3,159,519	0	3,159,519	1,006,929.80	242,000.02	1,910,589.18	39.5%
0510 LEISURE SERVICES	749,244	0	749,244	303,501.20	12,891.81	432,850.99	42.2%
0610 PUBLIC LIBRARIES	1,546,626	0	1,546,626	581,125.81	46,353.00	919,147.19	40.6%
0711 HEALTH	192,165	0	192,165	95,284.50	.00	96,880.50	49.6%
0721 SOCIAL SERVICES	581,294	0	581,294	226,071.42	7,009.08	348,213.50	40.1%
0731 SENIOR SERVICES	668,746	0	668,746	240,287.80	24,806.10	403,652.10	39.6%
0805 FACILITIES MAINTENANCE	1,660,284	0	1,660,284	499,842.88	60,598.71	1,099,842.41	33.8%
0910 FIXED CHARGES	14,578,016	0	14,578,016	7,321,616.53	1,489,604.17	5,766,795.30	60.4%
0930 MISCELLANEOUS CHARGES	313,000	0	313,000	23,804.70	26,920.38	262,274.92	16.2%
0970 DEBT SERVICE	6,022,710	0	6,022,710	4,054,843.75	.00	1,967,866.25	67.3%
1200 BOARD OF EDUCATION	38,555,104	0	38,555,104	11,844,681.95	.00	26,710,422.05	30.7%
1201 BOE-PRIOR YEAR	0	0	0	740,783.51	.00	-740,783.51	100.0%
7180 OPERATING TRANSFERS OUT	2,245,000	0	2,245,000	2,245,000.00	.00	.00	100.0%
GRAND TOTAL	81,984,969	0	81,984,969	33,566,925.01	2,503,407.27	45,914,636.72	44.0%

\*\* END OF REPORT - Generated by William Hogan \*\*

**TOWN OF BLOOMFIELD**  
**Status of Expenditures, by Activity (Department)**  
**As of 11/30/ 2014**

<b>FUNCTION &amp; ACTIVITY</b>	<b>Adopted Budget 2014-15</b>	<b>Revised Budget 2014-15</b>	<b>Spent / Encumbered As of 11/30/ 2014</b>	<b>Estimated To Be Spent/Enc. As of 6/30/2015</b>	<b>Estimated Unencumbered Balance (Deficit) As of 6/30/2015</b>	<b>% Used</b>
100 Town Administration	3,148,401	3,148,401	1,360,852	3,148,401	3,148,401	43.2%
200 Boards & Agencies	158,565	158,565	81,365	158,565	158,565	51.3%
301 Planning and Development	870,964	870,964	363,369	870,964	870,964	41.7%
311 Public Safety	7,535,331	7,535,331	3,167,191	7,535,331	7,535,331	41.7%
401 Public Works	3,159,519	3,159,519	1,248,930	3,159,519	3,159,519	39.5%
510 Leisure Services	749,244	749,244	316,393	749,244	749,244	42.2%
610 Public Library	1,546,626	1,546,626	627,478	1,546,626	1,546,626	40.6%
700 Human Services	1,442,205	1,442,205	593,458	1,442,205	1,442,205	41.1%
805 Facilities Services	1,660,284	1,660,284	560,442	1,660,284	1,660,284	33.8%
910 Fixed Charges	14,578,016	14,578,016	8,811,220	14,578,016	14,578,016	60.4%
950 Miscellaneous Charges	313,000	313,000	50,725	313,000	313,000	16.2%
970 Debt Service	6,022,710	6,022,710	4,054,844	6,022,710	6,022,710	67.3%
1200 Board of Education	38,555,104	38,555,104	11,844,861	38,555,104	38,555,104	30.7%
7180 Operating Transfers Out	2,245,000	2,245,000	2,245,000	2,245,000	2,245,000	100.0%
<b>Total Town Budget</b>	<b>81,984,969</b>	<b>81,984,969</b>	<b>35,326,128</b>	<b>81,984,969</b>	<b>81,984,969</b>	<b>43.1%</b>
<b>100 Town Administration</b>						
110 Town Council	190,387	190,387	127,947	190,387	190,387	67.2%
120 Town Manager	363,323	363,323	135,744	363,323	363,323	37.4%
130 Town Clerk	338,252	338,252	148,997	338,252	338,252	44.0%
141 Finance Administration	136,790	136,790	50,631	136,790	136,790	37.0%
142 Finance Assessor	426,636	426,636	201,456	426,636	426,636	47.2%
143 Finance Tax Collector	266,970	266,970	112,850	266,970	266,970	42.3%
144 Finance Central Office	67,450	67,450	19,457	67,450	67,450	28.8%
147 Finance Accounting	406,078	406,078	91,638	406,078	406,078	22.6%
146 Finance Infor. Systems	497,373	497,373	266,437	497,373	497,373	53.6%
145 Human Resources	243,864	243,864	151,397	243,864	243,864	37.3%
160 Town Attorney	201,108	201,108	50,444	201,108	201,108	25.1%
170 Town Treasurer	10,170	10,170	3,854	10,170	10,170	37.9%
<b>Total</b>	<b>3,148,401</b>	<b>3,148,401</b>	<b>1,360,852</b>	<b>3,148,401</b>	<b>3,148,401</b>	<b>43.2%</b>
<b>200 Boards &amp; Agencies</b>						
210 TPZ	6,135	6,135	805	6,135	6,135	13.1%
220 ZBA	2,992	2,992	222	2,992	2,992	7.4%
230 Board of Tax Review	4,506	4,506	216	4,506	4,506	4.8%
240 Registrars of Voters	97,257	97,257	59,384	97,257	97,257	61.1%
241 Elections	30,000	30,000	17,363	30,000	30,000	57.9%
250 Inland Wetlands	3,930	3,930	80	3,930	3,930	2.0%
260 Economic Development	1,455	1,455	650	1,455	1,455	44.7%
275 Commission on Aging	3,390	3,390	-	3,390	3,390	0.0%
281 Youth Adult Council	3,000	3,000	-	3,000	3,000	0.0%
290 Advisory Comm. Handicapped	1,000	1,000	-	1,000	1,000	0.0%
295 Beautification Committee	3,400	3,400	2,645	3,400	3,400	77.8%
296 Fair Rent Commission	1,000	1,000	-	1,000	1,000	0.0%
297 Ethics Commission	500	500	-	500	500	0.0%
<b>Total</b>	<b>158,565</b>	<b>158,565</b>	<b>81,365</b>	<b>158,565</b>	<b>158,565</b>	<b>51.3%</b>
<b>Planning and Development</b>						
301 Planning and Development	870,964	870,964	363,369	870,964	870,964	41.7%
<b>Total</b>	<b>870,964</b>	<b>870,964</b>	<b>363,369</b>	<b>870,964</b>	<b>870,964</b>	<b>41.7%</b>
<b>Public Safety</b>						
311 Police	7,535,331	7,535,331	3,167,191	7,535,331	7,535,331	42.0%
<b>Total</b>	<b>7,535,331</b>	<b>7,535,331</b>	<b>3,167,191</b>	<b>7,535,331</b>	<b>7,535,331</b>	<b>42.0%</b>
<b>Public Works</b>						
401 Public Works	3,159,519	3,159,519	1,248,930	3,159,519	3,159,519	39.5%
<b>Total</b>	<b>3,159,519</b>	<b>3,159,519</b>	<b>1,248,930</b>	<b>3,159,519</b>	<b>3,159,519</b>	<b>39.5%</b>
<b>Leisure Services</b>						
510 Leisure Services	749,244	749,244	316,393	749,244	749,244	42.2%
<b>Total</b>	<b>749,244</b>	<b>749,244</b>	<b>316,393</b>	<b>749,244</b>	<b>749,244</b>	<b>42.2%</b>

**TOWN OF BLOOMFIELD**  
**Status of Expenditures, by Activity (Department)**  
**As of 11/30/ 2014**

FUNCTION & ACTIVITY		Adopted Budget 2014-15	Revised Budget 2014-15	Spent / Encumbered As of 11/30/ 2014	Estimated To Be Spent/Enc. As of 6/30/2015	Estimated Unencumbered Balance (Deficit) As of 6/30/2015	% Used
<b>Public Library</b>							
610	Library Operations	1,546,626	1,546,626	627,478	1,546,626	1,546,626	40.6%
	<b>Total</b>	<b>1,546,626</b>	<b>1,546,626</b>	<b>627,478</b>	<b>1,546,626</b>	<b>1,546,626</b>	<b>40.6%</b>
<b>Human Services</b>							
711	Health	192,165	192,165	95,284	192,165	192,165	49.6%
721	Social Services	581,294	581,294	233,080	581,294	581,294	40.1%
751	Senior Services	668,746	668,746	265,094	668,746	668,746	39.6%
	<b>Total</b>	<b>1,442,205</b>	<b>1,442,205</b>	<b>593,458</b>	<b>1,442,205</b>	<b>1,442,205</b>	<b>41.1%</b>
<b>Facilities Services</b>							
805	Facilities Maintenance	1,660,284	1,660,284	560,442	1,660,284	1,660,284	33.8%
	<b>Total</b>	<b>1,660,284</b>	<b>1,660,284</b>	<b>560,442</b>	<b>1,660,284</b>	<b>1,660,284</b>	<b>33.8%</b>
<b>Fixed Charges</b>						0	
910	Fixed Charges	14,578,016	14,578,016	8,811,220	14,578,016	14,578,016	60.4%
	<b>Total</b>	<b>14,578,016</b>	<b>14,578,016</b>	<b>8,811,220</b>	<b>14,578,016</b>	<b>14,578,016</b>	<b>60.4%</b>
<b>Miscellaneous Charges</b>							
950	Miscellaneous Charges	313,000	313,000	50,725	313,000	313,000	16.2%
	<b>Total</b>	<b>313,000</b>	<b>313,000</b>	<b>50,725</b>	<b>313,000</b>	<b>313,000</b>	<b>16.2%</b>
<b>Debt Service</b>							
970	Debt Service	6,022,710	6,022,710	4,054,844	6,022,710	6,022,710	67.3%
	<b>Total</b>	<b>6,022,710</b>	<b>6,022,710</b>	<b>4,054,844</b>	<b>6,022,710</b>	<b>6,022,710</b>	<b>67.3%</b>
<b>Board of Education</b>							
1200	Board of Education	38,555,104	38,555,104	11,844,861	38,555,104	38,555,104	30.7%
	<b>Total</b>	<b>38,555,104</b>	<b>38,555,104</b>	<b>11,844,861</b>	<b>38,555,104</b>	<b>38,555,104</b>	<b>30.7%</b>
<b>Operating Transfers Out</b>							
7180	CNRE	2,245,000	2,245,000	2,245,000	2,245,000	2,245,000	100.0%
	<b>Total</b>	<b>2,245,000</b>	<b>2,245,000</b>	<b>2,245,000</b>	<b>2,245,000</b>	<b>2,245,000</b>	<b>100.0%</b>
<b>Total Town Government Operations</b>		<b>81,984,969</b>	<b>81,984,969</b>	<b>35,326,128</b>	<b>81,984,969</b>	<b>81,984,969</b>	<b>43.1%</b>

**TOWN OF BLOOMFIELD**  
**STATUS OF REVENUES, BY DETAIL**  
**2014-2015**

ACCOUNT	DESCRIPTION	ADOPTED Budget 2014-15	Received as of 11/30/2014	Projected 6/30/2015	Variance
<b>TAXES &amp; ASSESSMENTS</b>					
41010	Current Levy	70,343,011	44,167,808	70,343,011	-
41020	Interest & Liens	485,000	155,713	485,000	-
41030	Prior Year Tax Levies	650,000	279,909	650,000	-
41040	Supplemental Motor Vehicle	475,000	-	475,000	-
<b>TOTAL TAXES &amp; ASSESSMENTS</b>		<b>71,953,011</b>	<b>44,603,430</b>	<b>71,953,011</b>	-
<b>STATE EDUCATION GRANTS</b>					
42212	Education Cost Sharing Grant	5,410,345	1,352,186	5,410,345	-
42250	School Transportation	114,582	-	114,582	-
42275	Non Public School Hlth Service	49,600	-	49,600	-
<b>TOTAL STATE EDUCATION GRANTS</b>		<b>5,574,527</b>	<b>1,352,186</b>	<b>5,574,527</b>	-
<b>STATE GRANTS /PROPERTY TAX RELIEF</b>					
43310	State-Owned Property PILOT	105,786	128,054	128,054	22,268
43312	Mash Pequot Grant	158,375	-	158,375	-
43315	PILOT Elderly Taxes	138,668	-	138,668	-
43325	Disabled Exemption	1,600	-	1,600	-
43330	Colleges and Hospitals-PILOT	203,509	203,624	203,624	115
43335	Municipal Revenue Sharing	-	-	-	-
43355	Telephone Line Tax	78,000	-	78,000	-
43360	Tax Abatement Interfaith	48,100	-	48,100	-
43365	Veterans Exemption PILOT	12,437	-	12,437	-
43375	Town Retail Sales tax	-	-	-	-
<b>TOTAL STATE GRANTS /PROPERTY TAX R</b>		<b>746,475</b>	<b>331,678</b>	<b>768,858</b>	<b>22,383</b>
<b>OTHER STATE GRANTS</b>					
44405	State Grants Town	7,032	-	7,032	-
44406	FEMA	-	-	-	-
44407	Distressed Municipalities	11,245	-	11,245	-
44450	Town Road Aid	336,689	168,538	336,689	-
44460	Town Clerk Recording Grant	12,000	3,906	12,000	-
44522	Police Grants	88,000	46,671	88,000	-
44485	Dial -A-Ride	16,848	4,367	17,480	632
<b>TOTAL OTHER STATE GRANTS</b>		<b>471,814</b>	<b>223,482</b>	<b>472,446</b>	<b>632</b>
<b>USE OF ASSETS</b>					
45520	Interest on Investments	50,000	10,920	50,000	-
45541	JP Vincent	-	29,381	29,381	29,381
45542	Tower Rent	59,032	29,265	59,032	-
45543	Lisa Lane Rent	-	1,000	3,000	3,000
45546	Premium from Bond Sale	51,300	115,754	115,754	64,454
<b>TOTAL USE OF ASSETS</b>		<b>160,332</b>	<b>186,320</b>	<b>257,167</b>	<b>96,835</b>

**TOWN OF BLOOMFIELD**  
**STATUS OF REVENUES, BY DETAIL**  
**2014-2015**

ACCOUNT	DESCRIPTION	ADOPTED Budget 2014-15	Received as of 11/30/2014	Projected 6/30/2015	Variance
<b>MISCELLANEOUS RECEIPTS</b>					
46610	Miscellaneous Income	151,000	60,229	151,000	-
<b>TOTAL MISCELLANEOUS RECEIPTS</b>		<b>151,000</b>	<b>60,229</b>	<b>151,000</b>	<b>-</b>
<b>LICENSES &amp; PERMITS</b>					
47710	Police Permits	7,000	2,912	7,000	-
47715	Right of Way Permits	900	670	900	-
47716	Blueprints	660	323	660	-
47735	Building/Demolition Permits	300,000	260,558	350,000	50,000
47740	Dog Licenses	3,000	2,202	3,000	-
47745	Hunting/Fishing Licenses	500	207	500	-
47750	Inland/Wetland Permits	2,000	914	2,000	-
47755	Zoning Commission	5,500	2,030	5,500	-
47760	Zoning Board of Appeals	1,100	270	1,100	-
<b>TOTAL LICENSES &amp; PERMITS</b>		<b>320,660</b>	<b>270,086</b>	<b>370,660</b>	<b>50,000</b>
<b>FEES &amp; SERVICE CHARGES</b>					
48810	Police Extra Duty	125,000	125,000	125,000	-
48812	Ambulance Service	585,000	129,030	585,000	-
48820	Library Receipts	17,000	5,026	17,000	-
48830	Town Clerk Fees	100,000	49,854	100,000	-
48835	Real Estate Trans. Tax	315,000	176,306	315,000	-
48840	Summer Program	7,150	5,300	7,150	-
48845	School Year	4,500	2,288	4,500	-
48850	Swimming Pool	15,000	10,949	15,000	-
48855	Wilcox Adventure Camp	6,000	-	6,000	-
48865	Mini Bus Passes	6,500	3,967	6,500	-
48870	Accident Reports	5,000	1,980	5,000	-
48880	Zoning Violation	2,000	350	2,000	-
48888	Postcard/Sticker Revenue	-	221	100	100
48895	Parking Fines	18,000	4,618	18,000	-
48899	Animal Control	1,000	818	1,000	-
<b>TOTAL FEES &amp; SERVICE CHARGES</b>		<b>1,207,150</b>	<b>515,707</b>	<b>1,207,250</b>	<b>100</b>
<b>TOTAL GENERAL FUND REVENUES</b>		<b>80,584,969</b>	<b>47,543,118</b>	<b>80,754,919</b>	<b>169,950</b>

**TOWN OF BLOOMFIELD**  
**STATUS OF REVENUES, BY CATEGORY**  
**2014-15**

<b>CATEGORY</b>	<b>Adopted Budget 2014-15</b>	<b>Current Year Received 11/30/2014</b>	<b>Projected 6/30/2015</b>	<b>Variance</b>
Taxes and Assessments	71,953,011	44,603,430	71,953,011	-
State Education Grants	5,574,527	1,352,186	5,574,527	-
State Grants for Property Tax Relief (1)	746,475	331,678	768,858	22,383
Other State Grants	471,814	223,482	472,446	632
Use of Assets	160,332	186,320	257,167	96,835
Miscellaneous Revenue	151,000	60,229	151,000	-
Licenses and Permits	320,660	270,086	370,660	50,000
Fees & Service Charges	1,207,150	515,707	1,207,250	100
<b>Total Revenues</b>	<b>80,584,969</b>	<b>47,543,118</b>	<b>80,754,919</b>	<b>169,950</b>

# TOWN OF BLOOMFIELD

## REVENUE

FOR 2015 13

	ORIGINAL ESTIM REV	ESTIM REV ADJUSTMS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
<b>016002 TAXES &amp; ASSESSMENTS</b>						
41010 CURRENT LEVY	-70,343,011	0	-70,343,011	-44,167,808.41	-26,175,202.59	62.8%
41020 INTEREST AND LIENS	-485,000	0	-485,000	-155,713.67	-329,286.33	32.1%
41030 PRIOR YEARS' COLLECTIONS	-650,000	0	-650,000	-279,904.90	-370,095.10	43.1%
41040 SUPPLEMENTAL MOTOR VEHICLE	-475,000	0	-475,000	.00	-475,000.00	.0%
TOTAL TAXES & ASSESSMENTS	-71,953,011	0	-71,953,011	-44,603,426.98	-27,349,584.02	62.0%
<b>016003 STATE EDUCATION GRANTS</b>						
42212 EDUCATION COST SHARING	-5,410,345	0	-5,410,345	-1,352,586.00	-4,057,759.00	25.0%
42250 SCHOOL TRANSPORTATION	-114,582	0	-114,582	.00	-114,582.00	.0%
42275 NON PUBLIC SCHOOL HEALTH SERV	-49,600	0	-49,600	.00	-49,600.00	.0%
TOTAL STATE EDUCATION GRANTS	-5,574,527	0	-5,574,527	-1,352,586.00	-4,221,941.00	24.3%
<b>016004 STATE GRTS/PROPERTY TAX RELIEF</b>						
43310 PILOT: STATE PROPERTIES	-105,786	0	-105,786	-128,054.77	22,268.77	121.1%
43312 MASH PEQUOT FUND GRANT	-158,375	0	-158,375	.00	-158,375.00	.0%
43315 PILOT: ELDERLY TAXES	-138,668	0	-138,668	.00	-138,668.00	.0%
43325 TAX RELIEF-DISABLED	-1,600	0	-1,600	.00	-1,600.00	.0%
43330 PILOT: COLLEGES & HOSPITALS	-203,509	0	-203,509	-203,624.57	115.57	100.1%
43355 TELEPHONE LINE TAX	-78,000	0	-78,000	.00	-78,000.00	.0%
43360 TAX ABATEMENT-INTERFAITH	-48,100	0	-48,100	.00	-48,100.00	.0%
43365 PILOT: VETERAN'S EXEMPTION	-12,437	0	-12,437	.00	-12,437.00	.0%
TOTAL STATE GRTS/PROPERTY TAX RELIEF	-746,475	0	-746,475	-331,679.34	-414,795.66	44.4%
<b>016005 OTHER STATE GRANTS</b>						
44405 STATE GRANTS-TOWN	-7,032	0	-7,032	.00	-7,032.00	.0%
44407 DISTRESSED MUNICIPALITIES	-11,245	0	-11,245	.00	-11,245.00	.0%
44450 TOWN ROAD AID	-336,689	0	-336,689	-168,537.89	-168,151.11	50.1%
44460 LOCAL CAPITAL IMPROVEMENT	-12,000	12,000	0	.00	.00	.0%

# TOWN OF BLOOMFIELD

## REVENUE

FOR 2015 13

	ORIGINAL ESTIM REV	ESTIM REV ADJUSTM	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
44465 TOWN CLERK RECORDING GRANT	0	-12,000	-12,000	-3,906.00	-8,094.00	32.6%
44485 DIAL-A-RIDE	-16,848	0	-16,848	-4,366.95	-12,481.05	25.9%
44522 POLICE GRANTS	-88,000	0	-88,000	-46,761.46	-41,238.54	53.1%
TOTAL OTHER STATE GRANTS	-471,814	0	-471,814	-223,572.30	-248,241.70	47.4%
<b>016006 USE OF ASSETS</b>						
45520 INTEREST ON INVESTMENTS	-50,000	0	-50,000	-10,920.58	-39,079.42	21.8%
45541 JP VINCENT	0	0	0	-29,381.50	-29,381.50	100.0%
45542 TOWER RENT	-59,032	0	-59,032	-29,265.08	-29,766.92	49.6%
45543 10 LISA LANE RENT	0	0	0	-1,000.00	1,000.00	100.0%
45546 PREMIUM FROM BOND SALE	-51,300	0	-51,300	-115,754.42	64,454.42	225.6%
TOTAL USE OF ASSETS	-160,332	0	-160,332	-186,321.58	25,989.58	116.2%
<b>016007 MISCELLANEOUS RECEIPTS</b>						
46610 MISCELLANEOUS INCOME	-151,000	0	-151,000	-60,229.02	-90,770.98	39.9%
TOTAL MISCELLANEOUS RECEIPTS	-151,000	0	-151,000	-60,229.02	-90,770.98	39.9%
<b>016009 LICENSES &amp; PERMITS</b>						
47710 POLICE PERMITS	-7,000	0	-7,000	-2,912.00	-4,088.00	41.6%
47715 RIGHT OF WAY PERMITS	-900	0	-900	-670.00	-230.00	74.4%
47716 BLUEPRINTS	-660	0	-660	-323.50	-336.50	49.0%
47735 BUILDING/DEMOLITION PERMITS	-300,000	0	-300,000	-260,558.49	-39,441.51	86.9%
47740 DOG LICENSES	-3,000	0	-3,000	2,202.00	-5,202.00	-73.4%
47745 HUNTING/FISHING LICENSES	-500	0	-500	-207.00	-293.00	41.4%
47750 INLAND/WETLAND PERMITS	-2,000	0	-2,000	-914.00	-1,086.00	45.7%
47755 ZONING COMMISSION	-5,500	0	-5,500	-2,030.00	-3,470.00	36.9%
47760 ZONING BOARD OF APPEALS	-1,100	0	-1,100	-270.00	-830.00	24.5%
TOTAL LICENSES & PERMITS	-320,660	0	-320,660	-265,682.99	-54,977.01	82.9%
<b>016010 FEES &amp; SERVICE CHARGES</b>						

# TOWN OF BLOOMFIELD

## REVENUE

FOR 2015-13

	ORIGINAL ESTIM REV	ESTIM REV ADJUSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
48810 POLICE X-DUTY	-125,000	0	-125,000	-125,000.00	.00	100.0%
48812 AMBULANCE SERVICE	-585,000	0	-585,000	-129,031.10	-455,968.90	22.1%
48820 LIBRARY RECEIPTS	-17,000	0	-17,000	-5,026.54	-11,973.46	29.6%
48830 TOWN CLERK FEES	-100,000	0	-100,000	-49,854.00	-50,146.00	49.9%
48835 REAL ESTATE TRANS. TAX	-315,000	0	-315,000	-176,306.19	-138,693.81	56.0%
48840 SUMMER PROGRAM	-7,150	0	-7,150	-5,300.00	-1,850.00	74.1%
48845 SCHOOL YEAR	-4,500	0	-4,500	-2,288.50	-2,211.50	50.9%
48850 SWIMMING POOL	-15,000	0	-15,000	-10,949.00	-4,051.00	73.0%
48855 WILCOX ADVENTURE CAMP	-6,000	0	-6,000	.00	-6,000.00	.0%
48865 MINI BUS PASSES	-6,500	0	-6,500	-3,967.00	-2,533.00	61.0%
48870 ACCIDENT REPORTS	-5,000	0	-5,000	-1,980.25	-3,019.75	39.6%
48880 ZONING VIOLATION	-2,000	0	-2,000	-350.00	-1,650.00	17.5%
48888 Postcard/Sticker Revenue	0	0	0	-221.00	221.00	100.0%
48895 PARKING FINES	-18,000	0	-18,000	-4,618.75	-13,381.25	25.7%
48899 ANIMAL CONTROL	-1,000	0	-1,000	-817.50	-182.50	81.8%
TOTAL FEES & SERVICE CHARGES	-1,207,150	0	-1,207,150	-515,709.83	-691,440.17	42.7%
GRAND TOTAL	-80,584,969	0	-80,584,969	-47,539,208.04	-33,045,760.96	59.0%

\*\* END OF REPORT - Generated by William Hogan \*\*

**DRAFT**

**BLOOMFIELD TOWN COUNCIL**

There was a regular meeting of the Bloomfield Town Council held at 7:30 p.m. on Monday, November 24, 2014 in Council Chambers, Bloomfield Town Hall, 800 Bloomfield Avenue, Bloomfield, CT.

Present were: Mayor Sydney Schulman, Deputy Mayor Joan Gamble, Councilors Derrick Seldon, Joel Neuwirth, Joseph Merritt, Joseph Washington and Patrick DeLorenzo, Leon Rivers and Wayne Hypolite

Also present were: Philip K. Schenck, Jr., Town Manager, Sharron Howe, Assistant to the Town Manager and India M. Rodgers, Clerk of Council.

**PLEDGE OF ALLEGIANCE**

The meeting began with the pledge of allegiance to the flag.

**ANNOUCEMENTS & PRESENTATIONS**

**Presentation of Bloomfield Beautification Committee Awards by Jane Low**

Mrs. Jane Low, Chair of the Bloomfield Beautification Committee presented the 25<sup>th</sup> Annual awards to residents. Mrs. Low also thanked the Council, Town Manager, Director of Public Works and staff for their continued support in beautification efforts around town.

The following awards were presented to:

- Donald & Margie Bell – 362 Tunxis Avenue
- Rudolph & Norma Francis – 42 Habitat Lane
- Claudette Gibson – 48 Newport Drive
- Yvette King – 470 Bloomfield Avenue
- Desreen Petgrave - 70 Habitat Lane

## **CITIZENS STATEMENT & PETITIONS**

There were no citizen statements and/or petitions.

## **REPORT FROM COUNCIL SUBCOMMITTEES**

Community Services – Councilor Seldon read updated announcement for the following committees and town departments:

- The Conservation, Energy and Environment Committee (CEEC) was pleased to announce that the town received another \$10,000 Bright Ideas Grant.
- Senior Services Department and the West Hartford/Bloomfield Health District will host a free Foot Care Clinic (9am-3pm) and a free Dental Clinic (10am-2pm) on December 9, 2014.
- Leisure Services Department will host the Annual Colors of the Season event on December 4, 2014 at 4:30 p.m. – 6:30 p.m.

Administration & Education – Councilor Rivers announced the Grand Opening plans for Concetta's Italian Restaurant in their new location. The official grand opening and ribbon cutting ceremony will be on December 1, 2014 at 11:00 a.m.

Golf – Councilor Rivers reported that the golf course is doing well. The revenue stream has decreased slightly based on rounds of play, outings have increased. The operating cash flow is positive will approximately \$390,000. Councilor Rivers announced the Tap Inn Restaurant winter hours and specialized menus.

Public Safety – Councilor Washington read the detailed report of the last subcommittee meeting held on November 10, 2014.

Land Use & Economic Development – Deputy Mayor Gamble gave a detailed report of the last subcommittee held on November 18, 2014. Gorman & York, economic consultants for the town gave an update on their progress in attracting more businesses to Bloomfield. Their report contained information relative to business expansion, business visitation program, marketing, and the potential for a merchants association. There was also discussion regarding an inventory of vacant land and buildings as well as the Blue Hills Avenue renovation.

## **COUNCIL BUSINESS**

### **OLD BUSINESS**

#### **FY 14/15-15: Discussion and Possible Action Regarding 470 Cottage Grove Road**

Mr. Don Gershman, West Hartford, CT and Mr. Jeff Loureiro, Canton, CT are partners in the development and revitalization of 470 Cottage Grove Road.

At the September 22, 2014, the Council voted to grant an additional 60 days to demolish the building or present concrete/factual proposals for the site to proceed with development.

Mr. Gershman reported that there is no letter of agreement with proposed entities. It was reported that in September 2014, there were active negotiations with a potential developer. However, several drafts for letters of intent were received and it was decided to defer this site for possible consideration in January 2015.

The existing developer decided to pursue an existing building to develop. They are willing to continue discussions for redevelopment on Cottage Grove Road.

Mr. Gershman stated that he is willing to make immediate building improvements to the property:

- Removing broken plywood and discolored pieces
- Re-enforce framing
- Install a continuance of plywood for a button up close look
- Paint with a neutral color

It was noted that the pending demolition will cost approximately \$100,000. Mr. Gershman and Mr. Loureiro presented a schedule for the demolition process. (see attached)

***There was an ensued discussion of Council regarding the development of property located at 470 Cottage Grove Road.***

Councilor Hypolite inquired about why the demolition process did not commence as of yet. He also requested an update regarding the timeframe for state reimbursements. It was noted that state reimbursements would only be approved if there was a signed contract and progression of development.

Councilor DeLorenzo asked if the timeframe can be flexible and minimized, while working simultaneously with developers.

Councilor Washington inquired about TPZ approval for the site of development.

Councilor Neuwirth inquired about the basis of previous experience of these developers for the success of this project.

Mayor Schulman stated that the town has been dealing with this issue for many years. He requested that the demolition process begin ASAP.

There were several issues to consider with this project:

1. Council was not informed of the demolition timeline in September and levying a fine would not be fair to the developer.
2. Council would prefer to see development in the near future, purchase and sales agreement, no letter of intent does not help to delay demolition.

Deputy Mayor Gamble stated that Cottage Grove Road is a major artery in town, in which 30,000 – 40,000 cars travel daily. Goman & York, economic consultants contracted with the town stated that UCONN is in need in auxiliary locations for medical developers and labs. Deputy Mayor Gamble suggested utilize them as a resource.

Deputy Mayor Gamble is not in agreement with approving another extension and will consider action on this property for the blighted list.

**It was moved by Councilor Neuwirth, seconded by Councilor Merritt to approve and begin immediately with demolition plans for 470 Cottage Grove Road, provide monthly updates to Council. The Town Manager is also directed not to levy fines against this developer if plans are in place.**

**VOTE:        AYE: S. Schulman, J. Gamble, J. Washington, L. Rivers, D. Seldon, P. DeLorenzo, J. Neuwirth and J. Merritt**  
**NAY: None**  
**ABSTAIN: W. Hypolite**

**The motion passes.**

Councilor Hypolite requested clarification about the Council authority for project updates and possible consequences if deadlines are not met. He also requested a friendly amendment to the maker of the motion to reconsider the commencement date for the demolition process.

Councilor Neuwirth, the maker of the motion stated that the developers submitted a specific schedule to act as soon as possible. The schedule is a reasonable timetable for completion.

Councilor DeLorenzo proposed building improvements as soon as possible. He requested to amend the start date of December 1, 2014.

Mayor Schulman informed the developers about presenting to Council in January 2015 if there is a signed contract. He also invited them to communicate with the Town manager about any potential issues that may potentially occur.

Mr. Philip K. Schenck, Jr., Town Manager is willing to facilitate a meeting with this developer and Goman & York to explore possibilities and ideas for redevelopment of this site.

**FY 14/15-31: Consider and Take Action Regarding Adoption of Resolution (To Accept New Towns into the Capitol Region Council of Government (CRCOG) Metropolitan Planning Organization (MPO))**

**It was moved by Councilor Washington, seconded by Deputy Mayor Gamble and voted unanimously to approve the following resolution:**

**RESOLUTION**

**WHEREAS**, the towns of Berlin, Columbia, Coventry, Mansfield, New Britain, Plainville, Southington, Stafford and Willington, have voted to join the Capitol Region Council of Governments (CRCOG) Metropolitan Planning Organization (MPO); and

**WHEREAS**, the MPO for the Capitol Region will govern the allocation of federal transportation funding within the Region; and

**WHEREAS**, the Federal 23 CFR 450.310. Metropolitan Planning Organization (MPO) Designation and Redesignation Process requires that units of general purpose local government vote in favor of MPO Redesignation in order for such redesignation to take effect; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Bloomfield Town Council hereby votes to accept the towns of Berlin, Columbia, Coventry, Mansfield, New Britain, Plainville, Southington, Stafford and Willington, in part or in whole, into the CRCOG MPO.

**Dated at Monday, this 24<sup>th</sup> day of November 2014.**

## **REPORT FROM MAYOR AND TOWN MANAGER**

### **Mayor's Report**

On November 16, 2014 from 2:00 – 6:00 p.m., the Iron for Zion Grand Opening at 31 Tobey Road.

On November 19, 2014, the Bloomfield Lions Club will host a “Turkey Shoot” with solicitation from Geissler’s Supermarket.

On November 22, 2014 at 2:00 p.m., the Gethsemane Missionary Baptist Church is hosting a Senior Luncheon.

On November 23, 2014 at 6:00 p.m., the Bloomfield Interfaith Clergy Association will host their Annual Thanksgiving Service at the Church of Jesus Christ and the Latter - Day Saints at 1000 Mountain Avenue.

### **Town Manager's Report**

Mr. Philip Schenck, Jr., Town Manager reported the following updates:

- Mr. Schenck, Jr. reported that Mr. John Lawlor, Director of Public Works will begin textile recycling agreement with the Capitol Region Council of Governments (CRCOG).
- Mr. Schenck, Jr. reminded Council members to attend the following subcommittee meetings:
  - On November 17, 2014, the Finance Subcommittee meeting will be held at 5:30 p.m. A status update of the town revaluation will be presented. Notices will be send in the next two weeks to residents.
  - On November 18, 2014, the Land Use & Economic Subcommittee meeting will be held at 7:00 p.m. Goman & York, Economic Development consultants will give a summary of pending projects thus far.
- On October 28, 2014, Mr. Schenck, Jr. attended the Clean Energy Efficiency meeting sponsored by CL&P in Windsor. The town will receive a check in the amount of \$10,000 for complying with energy efficiencies and savings.
- On October 25, 2014 from 5:30 p.m. – 9:00 p.m., Habitat for Humanity will hosted their 25<sup>th</sup> Anniversary Volunteer Recognition Event at the Mark Twain House in Hartford.

- On November 5, 2014, the Bloomfield Chamber of Commerce, After Hours Event honored Mr. Thom Hooper, Director of Planning on his upcoming retirement from the Town of Bloomfield.
- Mr. Schenck, Jr. reported that Election Day was very successful in town. There were no issues to report.
- The leaf pick up period will begin on November 10, 2014 through December 5, 2014.
- On November 23, 2014 at 6:00 p.m., the Bloomfield Interfaith Services will take place at the Church of Jesus Christ and the Latter Day Saints, 1000 Mountain Road, Bloomfield.

### **APPROVAL OF MINUTES**

**It was moved by Deputy Mayor Gamble, seconded by Councilor Seldon and voted unanimously to approve the minutes of October 27, 2014 with noted corrections.**

### **COUNCIL COMMENTS**

Councilor DeLorenzo congratulated all veterans for Veteran's Day. He also encouraged residents to support the local Food Bank and donate non-perishable items.

Councilor Washington also congratulated all those who are veterans. He also stated that the town should consider hiring someone on a full time basis to address Affirmative Action concerns within the town.

Councilor Seldon attended the Urban League of Greater Hartford – 50<sup>th</sup> Anniversary Event at the Connecticut Convention Center.

Mayor Schulman commented on the Urban League of Greater Hartford event. Former Fire Chief John Stewart, first African American Chief in the City of Hartford. It was noted that he was also the original founder of the Civil Rights Movement in Hartford.

### **EXECUTIVE SESSION**

**At 11:10 p.m., it was moved by Deputy Mayor Gamble, seconded by Councilor DeLorenzo and voted unanimously to enter into Executive Session A. – Discussion Concerning Pending Litigation and Claims with the Town Council, Town Manager, Assistant to the Town Manager and Town Attorney.**

**At 11:15 p.m., it was moved by Deputy Mayor Gamble, seconded by Councilor Neuwirth and voted unanimously to exit Executive Session A.**

### **ADJOURNMENT**

**At 11:16 p.m., it was moved by Deputy Mayor Gamble, seconded by Councilor Washington and voted unanimously to adjourn the meeting.**